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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

SONIA FELDMAN, ) Case No.: 2:24-cv-00526-JCM-MDC

Plaintiff, )

vs. )

MARK ANTHONY SAWYER; )  
 JENNIFER ANN SAWYER; NEVADA )  
 MJS TRUST; THE PROPERTY )  
 LOCATED AT 6940 N. JENSEN )  
 STREET, LAS VEGAS, NV 89149-1365; )  
 THE PROPERTY LOCATED AT 508 )  
 SETTING MOON STREET, NORTH )  
 LAS VEGAS, NV 89084-1258; THE )  
 VACANT LAND LOCATED AT APN# )  
 125-19-203-002; ATD COMMERCE, )  
 LLC.; ACM NORTH, LLC; MAS )  
 HOLDINGS GROUP, LLC., and )  
 SAWYER HOLDINGS, LLC., )

Defendants. )

**DEFENDANTS' ANSWER TO  
 PLAINTIFF'S COMPLAINT**

COMES NOW, Defendants MARK ANTHONY SAWYER; JENNIFER ANN  
 SAWYER; NEVADA MJS TRUST; THE PROPERTY LOCATED AT 6940 N. JENSEN  
 STREET, LAS VEGAS, NV 89149-1365; ATD COMMERCE, LLC.; ACM NORTH, LLC;  
 MAS HOLDINGS GROUP, LLC., and SAWYER HOLDINGS, LLC., by and through their  
 counsel, E. Brent Bryson, Esq. of the law offices of E. Brent Bryson, Ltd., and in response to  
 Plaintiff's Complaint on file herein, admit, deny and allege as follows:

1           1. Defendants, and each of them, admit the allegations contained in paragraphs 2, 6,  
2 9, 11, 12, 54 and 59 of the Plaintiff's Complaint on file herein.

3           2. Defendant MARK ANTHONY SAWYER, as to the allegations contained in  
4 paragraph 3, admits only that he is being sued in Superior Court in Los Angeles County, CA and  
5 denies the remaining allegations contained in paragraph 3.  
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7           3. Defendant JENNIFER ANN SAWYER, as to the allegations contained in  
8 paragraph 4, admits only that she is Defendant MARK ANTHONY SAWYER'S wife and resides  
9 in Las Vegas, Nevada. Defendant JENNIFER ANN SAWYER denies the remaining allegations  
10 contained in paragraph 4.

11           4. Defendants, and each of them, deny each and every allegation contained in  
12 paragraphs 5, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38,  
13 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 55, 56, 57, 60, 61, 62, 64, 65, 67, 68, 70, 71, 73,  
14 74, 76, 77, 79, 80, 82, 83, 85, 87, 88, 90, 91, 92, 93, 95, 96, 97, 99, 100 and 101 of the Plaintiff's  
15 Complaint on file herein.  
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17           5. Defendants, and each of them, are without sufficient information to form a belief  
18 as to the truth or falsity of the allegations contained in paragraphs 1, 7, 8, 10, 13, 24, 30, 31 and  
19 84 and upon that basis denies same.

20           6. As to paragraph 47, Defendants, and each of them, repeat and incorporate by  
21 reference their answers to paragraph 1 through paragraph 46 as if fully set forth herein.  
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23           7. As to paragraph 53, Defendants, and each of them, repeat and incorporate by  
24 reference their answers to paragraph 1 through paragraph 52 as if fully set forth herein.

25           8. As to paragraph 58, Defendants, and each of them, repeat and incorporate by  
26 reference their answers to paragraph 1 through paragraph 57 as if fully set forth herein.  
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1           9.     As to paragraph 63, Defendants, and each of them, repeat and incorporate by  
2 reference their answers to paragraph 1 through paragraph 62 as if fully set forth herein.

3           10.    As to paragraph 66, Defendants, and each of them, repeat and incorporate by  
4 reference their answers to paragraph 1 through paragraph 65 as if fully set forth herein.

5           11.    As to paragraph 69, Defendants, and each of them, repeat and incorporate by  
6 reference their answers to paragraph 1 through paragraph 68 as if fully set forth herein.

7           12.    As to paragraph 72, Defendants, and each of them, repeat and incorporate by  
8 reference their answers to paragraph 1 through paragraph 71 as if fully set forth herein.

9           13.    As to paragraph 75, Defendants, and each of them, repeat and incorporate by  
10 reference their answers to paragraph 1 through paragraph 74 as if fully set forth herein.

11           14.    As to paragraph 78, Defendants, and each of them, repeat and incorporate by  
12 reference their answers to paragraph 1 through paragraph 77 as if fully set forth herein.

13           15.    As to paragraph 81, Defendants, and each of them, repeat and incorporate by  
14 reference their answers to paragraph 1 through paragraph 80 as if fully set forth herein.

15           16.    As to paragraph 86, Defendants, and each of them, repeat and incorporate by  
16 reference their answers to paragraph 1 through paragraph 85 as if fully set forth herein.

17           17.    As to paragraph 89, Defendants, and each of them, repeat and incorporate by  
18 reference their answers to paragraph 1 through paragraph 88 as if fully set forth herein.

19           18.    As to paragraph 94, Defendants, and each of them, repeat and incorporate by  
20 reference their answers to paragraph 1 through paragraph 93 as if fully set forth herein.

21           19.    As to paragraph 98, Defendants, and each of them, repeat and incorporate by  
22 reference their answers to paragraph 1 through paragraph 97 as if fully set forth herein.

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**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff breached any agreement referred to first, thereby excusing any performance by the answering Defendants.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by Plaintiff's own actions, inactions, negligence or fault.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff is barred by the doctrine of equitable estoppel.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff is barred by the doctrine of unclean hands.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff has, by its own actions and inactions, waived the purported claims.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff is barred by the doctrine of laches.

**EIGHTH AFFIRMATIVE DEFENSE**

Some or all of Plaintiff's claims are barred by the economic loss doctrine.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by terms and obligations contained in enforceable contracts entered into by Plaintiffs and answering Defendants.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred due to duress.

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**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims, and each of them, are barred due to fraud.

**TWELFTH AFFIRMATIVE DEFENSE**

Defendants are informed and believe, and thereon allege, that Defendants are not legally responsible for the acts and/or omissions of its Co-Defendants.

**THIRTEENTH AFFIRMATIVE DEFENSE**

13. Defendants are informed and believe, and thereon allege, that as to each alleged cause of action, Plaintiff failed, refused, and neglected to take reasonable steps to mitigate its alleged damages, if any, thus barring or reducing Plaintiff's recovery herein.

**FOURTEENTH AFFIRMATIVE DEFENSE**

14. Defendants expressly deny any false representations and or misrepresentations were made to Plaintiff at any time; that it intended to mislead or induce Plaintiff into entering any agreement(s); that it owed or breached any duty of care to Plaintiff, or that it deceived Plaintiff in any way.

**FIFTEENTH AFFIRMATIVE DEFENSE**

15. Defendants deny that they acted with malice or intent to defraud any individual or entity. Defendants also expressly plead that they conducted themselves with good faith and without sufficient malice, intent to defraud, or in any manner engaged in oppression of any individual or entity.

**SIXTEENTH AFFIRMATIVE DEFENSE**

16. At all times relevant to the allegations contained in the Complaint, Defendants acted with due care, circumspection and good faith in the performance of any and all obligations and duties imposed on Defendants.

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**SEVENTEENTH AFFIRMATIVE DEFENSE**

All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of answering Defendants' Answer and, therefore, answering Defendants reserve the right to amend this Answer to allege additional affirmative defenses if additional investigation so warrants.

**ATTORNEY'S FEES**

That Defendants have been required to engage the services of E. Brent Bryson, Ltd. to defend this action and therefore are entitled to reasonable attorney's fees and costs incurred herein.

**PRAYER FOR RELIEF**

WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiff takes nothing by way of its Complaint and that it be dismissed with prejudice;
2. That Defendants, and each of them, be awarded costs and reasonable attorney's fees to defend this action; and
3. For such other and further relief as this Court may deem equitable, just and proper in this matter.

DATED this 10<sup>th</sup> day of September, 2024.

**E. BRENT BRYSON, LTD.**

/s/ E. Brent Bryson, Esq.  
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**CERTIFICATE OF SERVICE AND MAILING**

I hereby certify that on the 10<sup>th</sup> day of September, 2024, a true and correct copy of the foregoing **DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT** was served via electronic mail (email), via the Court's CM/ECF system on all parties currently on the electronic service list and by depositing a true copy thereof in the United States mail, postage prepaid thereon, addressed to:

**ALBRIGHT STODDARD, WARNICK & ALBRIGHT**

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DANIEL R. ORMSBY, ESQ. (14595)

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and

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*Attorneys for Plaintiff*

/s/ Ronald J. Hirsch

An Employee and/or Agent of E. BRENT BRYSON, LTD.